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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary

Application No.

10/674,904

Applicant(s)

KOST ET AL.

Examiner

DANIEL LASTRA

Art Unit

3622

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 18 October 2007.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1,2,4-10,16-25,31,33-45 and 51-55 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1, 2, 4-10, 16-25, 31, 33-45 and 51-55 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO/SB/08)
Paper No(s)/Mail Date _____
- 4) ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: _____

DETAILED ACTION

1. Claims 1, 2, 4-10, 16-25, 31, 33-45 and 51-55 have been examined. Application 10/674,904 has a filing date 09/30/2003 and Claims Priority from Provisional Application 60/472,956 (05/22/2003).

Response to Amendment

2. In response to Non Final Rejection filed 06/12/2007, the Applicant filed an Amendment on 10/18/2007, which amended claims 1, 5-10, 16, 21, 22, 31, 34, 39, 41, 45 and 53. Applicant's amendment overcame the Section 101 and 112 rejections.

Claim Rejections - 35 USC § 112

3. The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

Claims 1, 6, 16, 21 and 31 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention. Said claims recite the limitation that a "prescriber's drug sample availability and characteristics while a member of one brand Web site to be different from the same prescriber while a member of another brand web site". The Applicant's claims also recites "same prescriber open the drug sample web site within the brand web site and the same prescriber open the drug sample Web site

within another brand Web site. The Applicant needs to point to the Examiner where in the Applicant's specification said limitations are recited.

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

Claims 1, 6, 16, 21 and 31 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Said claims recite the limitation that a "prescriber's drug sample availability and characteristics while a member of one brand Web site to be different from the same prescriber while a member of another brand web site". For purpose of art rejection, said limitation would be interpreted as customizing a website displayed to a customer based upon the brand of said website and based upon said customer's profile and also outsourcing the payment for products in said website. Claim 6 recites "one or more third party sites depending on an exchanged transaction that includes a prescriber identifier so as to open the drug sample Web site within the third party site instead of another third party site". Said limitation is indefinite because it is not clear to what third party site the limitation is referring. For purpose of art rejection, said limitation would be interpreted as meaning visiting a third party website.

Claim Rejections - 35 USC § 103

4. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject

matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 1, 2, 4, 5, 16-20 and 51 are rejected under 35 U.S.C. 103(a) as being unpatentable over MedManage Leads Shift in Drug Sampling Practices Online Vouchers (Dialog: File 16: 08993926), RxCentric and MedManage (Dialog: File 610: 00483951) and Sample of the Future (Dialog file 9: 02536449) in view of Peyrelevade (US 2003/0120550).

As per claim 1, MedManage Leads Shift in Drug Sampling Practices Online Vouchers (Dialog: File 16: 08993926) article teaches:

A computer-implemented system for promoting pharmaceutical drugs, comprising:

a computer-readable set of brand rules for guiding a distribution of drug samples of a drug to cause a prescriber's drug sample availability and characteristics (see paragraph 5); and

a computer-implemented drug sample fulfillment platform that is Web-based for implementing the set of brand rules to allow a prescriber to obtain drug samples to dispense to a patient without the use of a sales representative (see paragraphs 1-2)

the computer-implementable drug sample fulfillment platform electronically notifying the prescriber about the availability of drug samples (see paragraph 5 "option to request information on samples that are not their formulary")

MedManage Leads Shift in Drug Sampling Practices Online Vouchers does not teach to cause a prescriber's drug sample availability and characteristics *while a member of one brand Web site* to be different from *the same prescriber while a member of another brand Web site*; the computer-implemented drug sample fulfillment platform *matings with either the brand Web site or the another brand Web site depending on an exchanged transaction that includes a prescriber identifier and a partner identifier so as to open the computer-implemented drug sample fulfillment platform within the brand Web site or the another brand Web site; the brand Web sites being neither a pharma Web site nor a Web site maintaining the computer-implemented drug sample fulfillment platform.* However, Peyrelevade teaches a system that customize the products presented to a user in a website based upon the brand of the website and the user's profile (see Peyrelevade paragraphs 9-11, 82,83, 89) and also teaches outsourcing the payment for products in a website (see paragraph 110). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Medmanage would customize the samples presented to prescribers that visit a website based upon the brand of the website and the prescribers' profiles, as Peyrelevade teaches that it is old and well known to customize the products presented to a user of a website based upon the brand website and the user's profile.

As per claim 2, Sample of the Future (Dialog file 9: 02536449) teaches:

wherein drug samples include physical samples (see paragraph 15).

As per claim 4 MedManage Leads Shift in Drug Sampling Practices Online Vouchers (Dialog: File 16: 08993926) article teaches:

wherein drug samples include a coupon printed in the office of the prescriber, which is networked to the drug sample fulfillment platform (see paragraph 2).

As per claim 5, RxCentric and MedManage (Dialog: File 610: 00483951) article teaches:

wherein the drug sample *vouchers*, which are in a printed form, are redeemable at a pharmacy, redeemed data being generated by the drug sample fulfillment platform for refining the brand rules so as to better guide *allocation and* distribution of the drug samples (see paragraph 8).

As per claim 16, RxCentric and MedManage (Dialog: File 610: 00483951) and MedManage Leads Shift in Drug Sampling (Dialog file 16: 08993926) teach

A drug sample fulfillment platform, comprising:

a drug sample Web site for mating with *a brand Web site or another brand Web site* that is selected from a group consisting of prescriber-oriented Web portals, *providing direct or indirect access to drug and/or general medical information*, an e-Detailing service, a Web site regarding a drug brand *or group of brands*, and an online physician learning site (see RxCentric and MedManage paragraph 5-6);

a request database for receiving requests of a prescriber through the drug sample Web site for drug samples, the request database responding to the prescriber by allowing the prescriber to print *sample vouchers or coupons* or to print an order form for physical samples or pads of pre-printed vouchers *without the use of a sales representative*, a set of brand rules allowing the prescriber *while a member of the brand Web site* to receive *a set of drug samples in the form of print sample vouchers and*

coupons, order forms for physical samples, or pads or pre-printed vouchers (see RxCentric and MedManage paragraphs 1-6), the drug sample fulfillment platform electronically notifying the prescriber when the prescriber has not ordered drug samples for a certain amount of time (see MedManage Leads Shift paragraph 5).

RxCentric and MedManage and MedManage Leads Shift in Drug Sampling do not teach *the mating being dependent on a exchanged transaction that includes a prescriber identifier and a partner identifier so as to open the drug sample Web site within the brand Web site instead of the another brand Web site; and in dosages and quantities different from another set of drug samples, dosages and quantities, while the prescriber is a member of the another brand Web site*. However, the same argument made in claim 1 regarding this missing limitation is also made in claim 16.

As per claim 17, Samples of the future (Dialog file: 9:02536449) teaches:

wherein the request database receives claim information when a patient redeems a print coupon or a preprinted voucher for physical samples (see paragraph 10).

As per claim 18, Samples of the future (Dialog file: 9:02536449) teaches:

wherein the request database produces a first report accounting for the number of coupons or vouchers redeemed by patients of the prescriber (see paragraph 10).

As per claim 19, Samples of the future (Dialog file: 9:02536449) teaches:

wherein the request database produces a second report correlating an allocation of drug samples of a drug to the prescriber with the number of prescriptions written by the prescriber relating to the drug (see paragraph 10).

As per claim 20, RxCentric and MedManage (Dialog: File 610: 00483951) teaches:

wherein the request database produces a third report accounting for the monetary amount spent by a pharmaceutical company on a drug sample fulfillment program for a drug and a monetary amount associated with prescriptions written by the prescriber for the drug (see RxCentric paragraph 8 "track sales effort").

As per claim 51, MedManage Leads Shift in Drug Sampling Practices Online Vouchers (Dialog: File 16: 08993926) article teaches:

a pharma rules sample engines for performing personalization and intelligent brand rule implementation (see paragraph 5);

a marketing sample engine for integrating with drug samples suppliers and Web portals for prescribers (see paragraphs 1-6) and

the pharma rules sample engine and the marketing sample engine being based on the set of brand rules and on a set of prescriber preferences (see paragraph 5).

Claims 6-10, 21-25, 31, 33-43, 45 and 53-55 are rejected under 35 U.S.C. 103(a) as being unpatentable over iPhysicianNet and MedManage System Partners to Offer a New Electronic Voucher Sampling Service to Thousands of US Physicians (Dialog file 20: 16322132), For consumer free samples (Dialog file 9: 02648296), Sample of the Future (Dialog file 9: 02536449), RxCentric and MedManage (Dialog: File 610: 00483951), MedManage Tracks Troublesome Pills (Dialog file 635:2075728), MedManage Leads Shift in Drug Sampling Practices Online Vouchers (Dialog: File 16: 08993926) in view of Peyrelevade (US 2003/0120550).

As per claim 6, iPhysicianNet and MedManage System Partners to Offer a New Electronic Voucher Sampling Service to Thousands of US Physicians (Dialog file 20: 16322132) teaches:

A system for distributing pharmaceutical drugs, comprising:

a drug sample fulfillment platform that comprises a drug sample Web site for mating with, for accessing drug sample services (see paragraph 4) *without the use of a sales representative*; and

a first set of Web pages coupled to the drug sample fulfillment platform through which a consumer can access the drug sample fulfillment platform to order drug samples (see paragraph 4) but fails to teach *one or more third party sites depending on an exchanged transaction that includes a prescriber identifier so as to open the drug sample Web site within the third party site instead of another third party site* and if a set of brand rules which specify drug sample availability and characteristics for the prescriber permits the prescriber to access the drug sample fulfillment platform *the set of brand rules causing the drug samples available to the prescriber, who is a member of the one third party site, to be different from the available drug samples of the another third party site*. However, the same argument made in claim 1 regarding this missing limitation is also made in claim 6.

As per claim 7 iPhysicianNet and MedManage System Partners to Offer a New Electronic Voucher Sampling Service to Thousands of US Physicians (Dialog file 20: 16322132) teaches:

further comprising a second set of Web pages coupled to the drug sample fulfillment platform through which a sales representative can access the drug sample fulfillment platform to print *sample vouchers coupons* (see paragraph 5). It is inherent that drug sales representative access the MedManage system for an e-detail session.

As per claim 8, For consumer free samples (Dialog file 9: 02648296) teaches:

further comprising a third set of Web pages coupled to the drug sample fulfillment platform through which a patient can access the drug sample fulfillment platform to obtain sample vouchers *and coupons* (see paragraph 4).

As per claim 9 Sample of the Future (Dialog file 9: 02536449) teaches:

wherein the first set of Web pages display a list of drug samples available to the prescriber to order drug samples in a form selected from a group consisting of pre-printed vouchers and print on-demand *sample vouchers and coupons* (see paragraph 15).

As per claim 10, RxCentric and MedManage (Dialog: File 610: 00483951) teaches:

wherein the first set of Web pages display a list of the order history of the prescriber, the list including a date *drug samples, dosages and quantity* ordered by the prescriber (see paragraph 8). It is inherent that for the MedManage system to track sales efforts and collects sampling prescription data, the MedManage system has to display a list of an order history for said tracking.

As per claim 21, MedManage tracks troublesome pill samples (Dialog file 635:2075728) article teaches:

A networked system for ordering pharmaceutical sample drugs, comprising:

a drug sample fulfillment platform that comprises a drug sample Web site for mating with *one or more third party sites*, (see paragraphs 1-6)

the drug sample Web site presenting a Web page including selectable options for the prescriber to order drug samples *without the use of a sales representative* (see MedManage tracks troublesome pill samples paragraph 15)

the time frame in which those drug samples are valid *and the dosage and quantity of samples that can be ordered* for the prescriber being specified by a set of brand rules (see MedManage tracks troublesome pill samples paragraphs 11-15). MedManage determines the different classes of medicines that are valid for a prescriber and it is inherent that there is a time frame for ordering drug samples, as drug samples have expiration date.

MedManage tracks troublesome pill samples *fails to teach the mating being dependent on an exchange transaction that includes a prescriber identifier and a partner identifier so as to open the drug sample Web site within the third party site instead of the another third party site and the time frame, dosages and quantity being different depending on whether the prescriber is a member of a third party site or a member of the another third party site*. However, the same argument made in claim 1 regarding this missing limitation is also made in claim 21.

As per claim 22 Sample of the Future (Dialog file 9: 02536449) teaches:

wherein the drug samples are in a form selected from a group consisting of physical samples, *print sample vouchers and coupons* and pre-printed vouchers *and coupons* (see paragraph 15),

As per claim 23, MedManage tracks troublesome pill samples (Dialog file 635: 2075728) teaches:

wherein the selectable options of the Web page include a quantity for each drug sample, which is specifiable by the prescriber (see paragraph 15). It is inherent that for a prescribers to order drug samples online, said prescribers has to indicate the quantity of said order sample.

As per claim 24, Sample of the Future (Dialog file 9: 02536449)

the selectable options of the Web page include a delivery location to which the drug samples will be shipped (see paragraph 15). It is inherent that in order for a physician to order physical samples, said physician would need to supply his or her physical address.

As per claim 25 MedManage Leads Shift in Drug Sampling Practices Online Vouchers (Dialog: File 16: 08993926) article teaches:

wherein the selectable options of the Web page include an option for printing on-demand vouchers on a printer in the office of the prescriber (see paragraph 2).

As per claim 31, iPhysicianNet and MedManage (Dialog file 20:16322132) and MedManage Leads Shift in Drug Sampling (Dialog file 16: 08993926) teaches:

A method for accessing a drug sample fulfillment platform, comprising:

activating a link to access the drug sample fulfillment platform from a *brand Web site or another brand Web site*, (see iPhysicianNet and MedManage paragraphs 3-4);

creating a transaction that includes a prescriber identifier (see MedManage Leads Shift in Drug Sampling paragraphs 2-5) mating the drug sample Web site to *either the brand Web site or another brand Web site* allowing a prescriber to navigate and order drug samples *without the user of sales representative*, only for drugs specified by a set of brand rules which include physical samples, *print sample vouchers and coupons and pre-printed vouchers and print coupons* (see MedManage Leads Shift in Drug Sampling paragraph 5 “formulary”);

iPhysicianNet and MedManage (Dialog file 20:16322132) and MedManage Leads Shift in Drug Sampling (Dialog file 16: 08993926) fail to teach shutting down redemptions through a pharmacy network by the drug sample fulfillment platform and disabling orders from drug samples in sample program that has expired. However, Official Notice is taken that it is old and well known in the promotion art that online orders placed in a website for unavailable items are disable by said website. It would have been obvious to person of ordinary skill in the art at the time the application was made, to know that online orders placed by prescribers for drug samples in a website would be disable by said website in view that it is old and well known to disable online orders for unavailable items.

iPhysicianNet and MedManage (Dialog file 20:16322132) and MedManage Leads Shift in Drug Sampling (Dialog file 16: 08993926) fail to teach *the brand Web site being neither a pharma Web site nor a Web site maintaining the computer-implemented*

drug sample fulfillment platform; the transaction being exchanged so that the prescriber identifier and the partner identifier open the drug sample Web site within the brand Web site and the same prescriber identifier and another partner identifier open the drug sample Web site within another Web site; for the brand Web site of which the prescriber is a member and different physical samples, print sample vouchers/coupons and pre-printed vouchers/coupons for the another brand Web site of which the prescriber is a member. However, the same argument made in claim 1 regarding this missing limitation is also made in claim 31.

As per claim 33 MedManage Leads Shift in Drug Sampling Practices Online Vouchers (Dialog: File 16: 08993926) article teaches:

causing the prescriber to register if the prescriber identifier is not found in a request database (see paragraph 5).

As per claim 34, MedManage tracks troublesome pill samples teach:

based on a segment to which the prescriber belongs, determining one or more of the following:

what drug samples that are available to the prescriber; a drug sample quantity limit that is available to the prescriber; a drug sample time limit in which the drug sample quantity limit is available; the type of sample that is available to the prescriber *and the dosages available to the prescriber* (see paragraph 15). It is inherent that drug sample orders have time limits in view that drug samples have expiration dates.

As per claim 35, MedManage tracks troublesome pill samples teaches:

receiving a selection for physical samples, the act of receiving including receiving a drug selection, a type of drug sample selection, a quantity of drug sample selection, and a delivery address (see paragraph 15).

As per claim 36, MedManage tracks troublesome pill samples teaches:

receiving a print request to print an order form capturing the drug selection, the type of drug sample selection, the quantity of drug sample selection, and the delivery address (see paragraph 15).

As per claim 37, RxCentric and MedManage (Dialog: File 610: 00483951) article teaches:

recording the requesting activities of the prescriber in a request database (see paragraph 8).

As per claim 38, For consumers free samples (Dialog file 9: 02648296) teaches:

receiving a selection for pre-printed vouchers or print coupons, the act of receiving including receiving a drug selection, and a quantity of coupons to be printed (see paragraph 5).

As per claim 39, For consumers free samples (Dialog file 9: 02648296) teaches:

receiving a ship request to ship the pre-printed *sample* vouchers/coupons or a print request to print *sample vouchers and* coupons capturing the drug selection (see paragraph 5).

As per claim 40, RxCentric (Dialog file 610: 00483951) teaches:

recording the requesting activities of the prescriber in a request database (see paragraph 8).

As per claim 41, Samples of the future teaches:

receiving a request to print a first report that lists registration data of the prescriber, the requesting activities of the prescriber, and the claim data from a claim processor that is indicative of redeemed *print and* pre-printed *sample* vouchers/coupons and print coupons at pharmacies (see paragraph 10).

As per claim 42, MedManage tracks troublesome pill samples teaches:

receiving a request to print a second report that correlates drug samples of a drug distributed to the prescriber and with prescriptions written by the prescriber relating to the drug (see paragraph 11).

As per claim 43, RxCentric and MedManage (Dialog: File 610: 00483951) teaches:

receiving a request to print a third report that accounts for the return on investment for a monetary amount spent on a drug sample distribution program for a drug and the monetary amount received from prescriptions for the drug (see paragraph 8 "tracks sale efforts").

As per claim 45, RxCentric and MedManage (Dialog: File 610: 00483951) article teaches:

refining the drug sample quantity limit of the prescriber based on the number of redemptions of *print or* pre-printed *sample* vouchers and coupons associated with the prescriber (see paragraph 8 "tracks sale efforts").

As per claim 53, RxCentric and MedManage (Dialog: File 610: 00483951) article teaches:

wherein said fulfillment platform implementing a set of brand rules under which pharmaceutical drug samples are distributed, wherein said brand rules include: product; allocation quantity; *dosages*, sample type selected from a group consisting of live samples, pre-printed *coupons/samples vouchers* and on-demand *print sample vouchers/sample vouchers* (see paragraph 1-6). It is inherent that drug samples orders place online using the MedManage software have to include the products, quantities, type, drug strength, etc in order that the MedManage fulfill said order.

As per claim 54 MedManage Tracks Troublesome Pills (Dialog file 635:2075728) teaches:

wherein said fulfillment platform implementing a set of brand rules for distributing pharmaceutical drug samples, said brand rules including timing considerations that are selected from a group consisting of sample offer time limits and rolling expiration dates for vouchers from either within or between brands for which a quantity of drug samples can be ordered (see MedManage tracks troublesome pill samples paragraphs 11-15). MedManage system determines the different classes of medicines that are valid for a prescriber and it is inherent that there is a time frame for the validity of ordering drug samples, as drug samples have expiration date.

As per claim 55, RxCentric and MedManage (Dialog: File 610: 00483951) article teaches:

wherein said fulfillment platform comprising a pharma rules sample engine for implementation brand rules under which a prescriber may obtain drug samples, the pharma rules sample engine modifying the brand rules so as to change a quantity limit

of drug samples to be distributed to the prescriber (see paragraph 6 "physician customized information").

5. Claim 52 is rejected under 35 U.S.C. 103(a) as being unpatentable over MedManage Leads Shift in Drug Sampling Practices Online Vouchers (Dialog: File 16: 08993926) in view of Peyrelevade (US 2003/0120550).

As per claim 52, MedManage Leads Shift in Drug Sampling Practices Online Vouchers (Dialog: File 16: 08993926) does not expressly teach:

wherein the marketing sample engine links the drug sample fulfillment platform to one or more suppliers and drug samples so as to inhibit the lack of supply of sample drugs desired by the prescriber or inhibit the inconsistent supply of drug samples desired by the prescriber. However, Official Notice is taken that it is old and well known in the prescribing art that drug samples are control by the manufacturers of said drugs. Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that drug sample system would inhibit or control the delivery of drug samples as it is old and well known to do so.

6. Claim 44 is rejected under 35 U.S.C. 103(a) as being unpatentable over RxCentric and MedManage (Dialog: File 610: 00483951) in view of Feeney (US 2002/0032582) and Peyrelevade (US 2003/0120550).

As per claim 44, MedManage article fails to teach:

detecting fraud by comparing the drug sample quantity limit and the time frame in which the drug sample quantity limit is available to the prescriber and the claim data which is indicative of the number of pre-printed vouchers and print coupons redeemed

by patients. However, Feeney teaches a system that detects fraud with sample medication prescription (see Feeney paragraph 284-285). Therefore, online sample voucher systems would have been motivated to add the feature of detecting fraud in coupon or voucher redemption, as taught by Feeney in view that coupon or voucher's fraud cost companies a lot of money without said companies receiving a return in the investment of said coupons.

Response to Arguments

7. Applicant's arguments with respect to claims 1, 2, 4-10, 16-25, 31, 33-45 and 51-55 have been considered but are moot in view of the new ground(s) of rejection.

Conclusion

8. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

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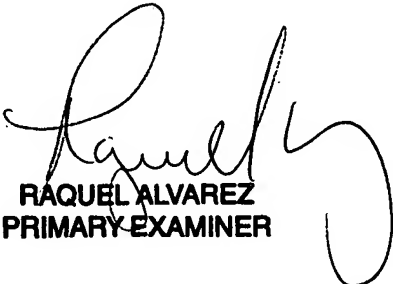
Any inquiry concerning this communication or earlier communications from the examiner should be directed to DANIEL LASTRA whose telephone number is 571-272-6720 and fax 571-273-6720. The examiner can normally be reached on 9:30-6:00.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, ERIC W. STAMBER can be reached on 571-272-6724. The official Fax number is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

DL

Daniel Lastra
November 25, 2007


RAQUEL ALVAREZ
PRIMARY EXAMINER